

AND the first parties hereto do hereby covenant and agree with the first parties hereto that no lien on the within described property which is senior in priority to the lien of these presents, shall be permitted to become or remain in default in any respect during any time wherein any part of the debt secured by these presents shall be unpaid.

AND it is agreed that until default be made in the premises the said mortgagor shall possess the aforesaid property upon paying in the meantime all senior liens, taxes and assessments, public dues and charges of every kind levied or assessed, or to be levied or assessed, on said property, which senior liens, taxes, assessments, public dues, charges, mortgage debt and interest the said mortgagor hereby covenants to pay when legally demandable, and further covenants to keep the property hereby conveyed in good condition and repair, and to not remove any sod or trees from the herein described lands.

BUT in case of default in the payment of said money, or the interest thereon to accrue, or any instalment of either of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then, and in either of said events, the entire mortgage debt and all interest thereon shall be deemed to be due and demandable at the option of the said mortgagee; and it shall be lawful for said mortgagee or Holmes & Mills, P.A., Attorneys, who is herein named for that purpose and hereby authorized, empowered and directed so to do, at any time after such default, to sell, and in case of any default of any purchaser to resell, the property hereby mortgaged at public auction for cash, at the Court House door in Rockville in said County, or on or near said mortgaged property, after giving at least twenty days' notice of the time, place and terms of sale by advertisement in some newspaper circulated in said Montgomery County, with authority to postpone such sale; and upon the ratification of such sale by the proper Court, and the payment of the whole purchase money, to grant and convey the same to the purchaser or purchasers thereof, or to his or their heirs or assigns, free, clear and discharged of and from all claims of the parties to these presents; and to apply the proceeds arising from such sale to the payment, in the first place, of all costs and expenses incident to such sale, including a commission to the party or parties making said sale of 5% on the gross amount of said sale or sales and reasonable counsel fees, in the sum of not less than \$100.00; secondly, of all claims of said mortgagee under this mortgage, whether the same shall have then matured or not, with interest to the date of the ratification of the audit, and the surplus, if any there be, shall be paid to the said mortgagor or to whomsoever may be entitled to the same, upon delivery to the purchaser, or assigns, of possession of the property so sold, less the expense if any of obtaining possession thereof.

AND it is further agreed that if the property aforesaid shall be advertised for sale under the provisions of this mortgage and not sold, then the party or parties so advertising the same shall be entitled to and receive one-half the commission as above provided, to be computed on the amount of the debt secured, and also the costs and expenses incurred, and a counsel fee of \$100.00; and the same, together with all sums herein covenanted to be paid, whether advanced by the mortgagee or owing by the mortgagor, are hereby made a lien upon the property hereby conveyed and recoverable as a part of the debt hereby secured. And the said mortgagor further covenants to insure, and during the existence of this mortgage, to keep insured against loss by fire and windstorm, with extended coverage, the improvements on the land hereby mortgaged, in such company and through such agent and in such minimum amount as shall be designated from time to time hereafter by the mortgagee, and to cause the policy to be effected thereon to be so framed and endorsed as in case of loss to inure to the benefit of the mortgagee to the extent of the mortgagee's lien or claim hereunder and to deliver such policy and the renewals thereof to said mortgagee; and in the event of loss, any sums received from such insurance shall be paid to the second parties hereto and applied to the said mortgage debt, whether said debt shall be mature or due, or not; and upon the neglect or default of said mortgagor so to insure and keep insured the mortgagee shall have the option to have said improvements so insured and the expense thereof shall be a charge hereby secured and bear interest at the rate of 6% per annum from date of payment and the exercise of said option shall not be deemed a waiver of the breach of any covenant or agreement herein contained; nor shall a waiver of any breach or breaches of any covenant, condition or agreement herein contained be deemed to be a waiver of such covenant, condition or agreement.

AND the first parties do hereby agree with the second party that the said second party or the holder of the note hereby secured, shall have the right to inspect the hereinbefore described lands and premises at any reasonable time, without prior notice.

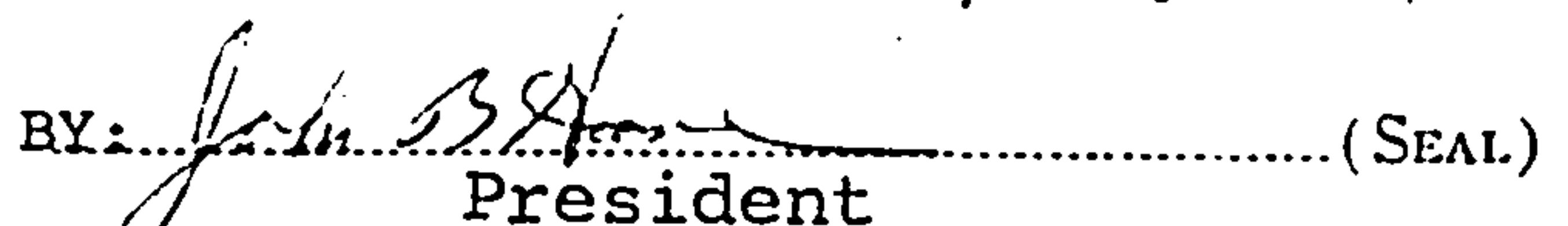
WITNESS the hands and seals of said mortgagors.

WITNESS:


Secretary

James W. Hane

HANE DEVELOPMENT COMPANY, INC.

BY:  (SEAL)
President

John B. Hane (SEAL)

(SEAL)

(SEAL)

(SEAL)